

Q. ...approximately how many times do you think you were reimbursed for Nextel fax advertising ...through ABF?

A. Five times. The number of contracts I [] had with them.

Depo. of Sandy Stokes, Owner of Constant, who signed these contracts, p. 31.

Dec 04 00 10:40 AM

American Blast Fax
Advertising Agreement

This agreement entered into on 10-4-00 by American Blast Fax (the Provider) and Constant Communications (the Advertiser).

800 Gulf Freeway (Address)
Houston, TX 77017 (City, State, Zip Code)
(713) 695-5808 (Telephone Number) (913) 695-1889 (Fax Number)

In the express purpose of Fax Advertising, Provider agrees to send a total of 40,000 fax advertisements for advertising to active fax reception devices in the Houston (City) Metro area during the period beginning 10-9-00.

Advertiser agrees to pay American Blast Fax as follows:
By Credit Card: Circle type of card: Amex Discover MasterCard Visa 03/01
I authorize my credit card to be charged \$ 2000 per month.
Credit Card Name & Number: 3793 641535 31008
I understand that this charge is for reserving day(s) and time(s) to run fax ads and is non-refundable.

Authorized Signature (Required): [Signature]

By Check:
Check Number _____ Amount \$ _____

Special Conditions: To insure the quality and integrity of each ad, American Blast Fax recommends each advertiser provide camera ready copy or art work as a WordPerfect or Microsoft Word digital file. Aggressive offers are recommended to insure customer responsiveness. Any change made after final proof will result in a \$50.00 Service Charge.

new ad copy for 1st week after 10/12/00
new ad copy thereafter. New ad will be sent by 10/12/00

Advertising Terms: All fax advertising will follow a predetermined schedule. Specific times and dates cannot be determined. All transmissions will correspond to a specific period in days.

Start Date: 10-9-00 (End of day) (Weekday) Number of days: 8
until 11-1-00

X [Signature] Advertiser's Signature (Date)
Mark Don For American Blast Fax, Inc. (Date)

American Blast Fax 16200 Addison Road, Suite 250 Addison, Texas 75001
(972) 733-4400 (877) 9FAXADS (877) 932-9237 Fax (972) 381-7010



last Fax
Agreement

American Blast Fax (the Provider) and
(the Advertiser)
(Address)
(City, State, Zip Code)
5-1889 (Fax Number)
at of 40,000 * fax
(City)

MasterCard Visa
Expiration Date 03-01
\$ 2000
ads and is non-refundable.

American Blast Fax recommends each advertiser provide camera ready copy or art work as a WordPerfect or Microsoft Word digital file. Aggressive offers are recommended to insure customer responsiveness. Any change made after final proof will result in a \$50.00 Service Charge.

at no charge per month
Constant will fax

Specific times and dates cannot be determined. All transmissions will correspond to a specific period in days.

Number of days 8 Mon-Sat

Mark Don 8-21-00
American Blast Fax, Inc. (Date)

1 of 5

in Blast Fax
Agreement

American Blast Fax (the Provider) and
(the Advertiser)
(Address)
(City, State, Zip Code)
5-1889 (Fax Number)
at of 40,000 * fax
(City)

MasterCard Visa
Expiration Date 03/01
\$ 2000
ads and is non-refundable.

American Blast Fax recommends each advertiser provide camera ready copy or art work as a WordPerfect or Microsoft Word digital file. Aggressive offers are recommended to insure customer responsiveness. Any change made after final proof will result in a \$50.00 Service Charge.

add 800 from at no charge

Specific times and dates cannot be determined. All transmissions will correspond to a specific period in days.

Number of days 8 Mon-Sat

Mark Don
For American Blast Fax, Inc. (Date)

16200 Addison Road, Suite 250 Addison, Texas 75001
(972) 733-4400 (877) 9FAXADS (877) 932-9237 Fax (972) 381-7010

2 of 5

3 of 5

last Fax
Agreement

American Blast Fax (the Provider) and
(the Advertiser)
(Address)
(City, State, Zip Code)
5-1889 (Fax Number)
at of 20,000 + Year Force fax
(City)

Expiration Date 07/01
\$ 700
ads and is non-refundable.

American Blast Fax recommends each advertiser provide camera ready copy or art work as a WordPerfect or Microsoft Word digital file. Aggressive offers are recommended to insure customer responsiveness. Any change made after final proof will result in a \$50.00 Service Charge.

add 800 from at no charge

Specific times and dates cannot be determined. All transmissions will correspond to a specific period in days.

Number of days 2 (or 4)

Mark Don 6-21-00
American Blast Fax, Inc. (Date)

4 of 5

American Blast Fax
Advertising Agreement

American Blast Fax (the Provider) and
(the Advertiser)
(Address)
(City, State, Zip Code)
5-1889 (Fax Number)
at of 20,000 + Year Force fax
(City)

Expiration Date 03/01
\$ 700
ads and is non-refundable.

American Blast Fax recommends each advertiser provide camera ready copy or art work as a WordPerfect or Microsoft Word digital file. Aggressive offers are recommended to insure customer responsiveness. Any change made after final proof will result in a \$50.00 Service Charge.

add 800 from at no charge

Specific times and dates cannot be determined. All transmissions will correspond to a specific period in days.

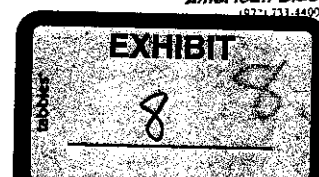
Number of days 2

Mark Don
For American Blast Fax, Inc. (Date)

16200 Addison Road, Suite 250 Addison, Texas 75001
(972) 733-4400 (877) 9FAXADS (877) 932-9237 Fax (972) 381-7010

5 of 5

154,000 Nextel fax ads





A. Pre-approval and Reimbursement Form

Company Name: Constable Comm. Agent Code: SCE3N01X
 Address: 8000 GOLF FRM. City: Law. State: TX Zip: 77017
 Contact Name: Sandy Phone: 713 645 8808 Fax: 713 645 2063
 Nextel Indirect Account Manager Name: Fred Hamilton

B. Pre-approval

Newspaper Ads		Outdoor		Radio		Trade Shows		Signage	
Newspaper Inserts		Direct Mail		Television		Premiums		Other Specify	
Magazine Ads		Yellow Pages		Internet		Banners		<u>FAX Blast</u>	

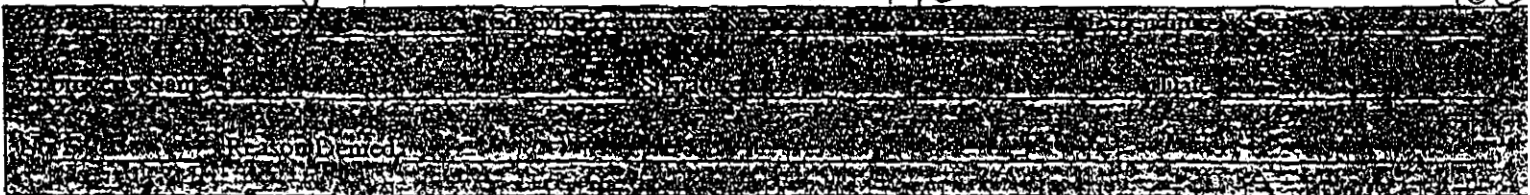
2. Fill in information below

Planned Start Date: 10/1 Planned End Date: 10/1
 Anticipated Expense: \$10,000.00

3. AR Signature: [Signature] Date: 8.2.00
 4. Attach documentation required in Nextel Authorized Representative Co-operative Advertising Guidelines.
 5. Submit form with Sections A and B completed to Nextel do CoAMs, 770 N. Halsted Street No. 508, Chicago, IL 60622. Fax 312-243-2531. Tel 800-621-7332. Retain copy of form and resubmit as your reimbursement form.

#710

100



C. Reimbursement changes requested 8-24 Aug

1. Fill in information below

Media Type	Vendor Name	Date(s) Run	Invoice Total	Eligible %	Amount Due
				%	\$
				%	\$
				%	\$
				%	\$
					Total Claim: \$

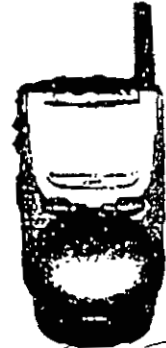
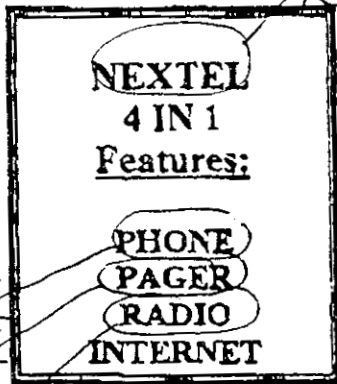
Claim must meet all requirements to qualify for reimbursement.

NEXTEUCOONTZ
000475

NEXTEL

AUTHORIZED REPRESENTATIVE

PHONES AS LOW AS : \$49.00



FREE INCOMING CALLS

INQUIRE TODAY!

NEXTEL DIRECT CONNECT®

(DIGIT: TWO-WAY RADIO FEATURE)

- ASK ABOUT OUR CORPORATE DISCOUNTS
- DIGITAL CELLULAR PHONE
- NEXTEL ONLINE™ WIRELESS INTERNET SERVICES
- FREE DOMESTIC LONG DISTANCE
- ONE-SECOND ROUNDING AFTER FIRST MINUTE AND NO CHARGES

WE WILL COME TO YOUR LOCATION

FOR MORE INFORMATION, FAX TO CONSTANT COMMUNICATIONS AT:

713-225-5103

Name: Heaven Waller Company: Central United Life Insurance
Phone (Day): 713-529-0045 X 5222 Phone (Eve): 713-218-7116

NEXTEUCOONTZ
000476

"As to the other three independent dealers ... Nextel did not authorize or approve any of them to send fax ads."

Nextel's 2/21/02 Resp to Plaintiffs' First Amended Motion for Class Certification, p. 5

Please pay out \$7,900.00 for Fax Blast Campaign to Constant Communications

Vierk, Molly

From: Bragg, Vickie [Vickie Bragg@Nextel.com]
Sent: Tuesday, December 12, 2000 5:06 PM
To: 'mvierk@aas.com'
Subject: FW: Co-op Exceptions



AAS Payments.xls

Molly

Please see change for 10/1/00 - 10/31/00 for Wireless Concepts. They should be paid \$10,625.00 not \$4,375.00. I put in the wrong amount. If you have any questions, please let me know.

Thanks

Vickie Bragg
Marketing Manager - Houston
713-892-3402 Office

--- Original Message ---

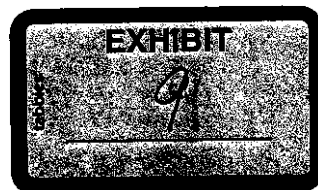
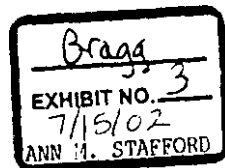
From: Bragg, Mckie
Sent: Tuesday, December 12, 2000 1:03 PM
To: 'mvierk@aas.com'
Subject: Co-op Exceptions

Molly,

Attached below are additional payments that need to be added to the next check run. Please let me know if you have any questions.

Thanks

Mckie Bragg
Marketing Manager - Houston
713-892-3402 Office



NEXTEL/COONTZ
001107

1/5	Pronto Communications	SCE2N16X Sales Spiff	9/1/00	9/30/00	250.00	Please pay out \$2,250.00 for a sales contest to Pronto Communications
1/9	84910 ✓					
1/9	84920 ✓	SCE2N16X Fax Blast on the Street	10/1/00	10/31/00	4,000.00	Please pay out \$4,000.00 for fax blast on the street program to Pronto Communications
1/18	84930 ✓	SCE2N16X Retail Signs for Louetta and Cypress locations	10/26/00	11/26/00	5,578.99	Please pay out \$5,578.99 for retail signs to Pronto Communications
1/18	84940 ✓	SCE2N20X Inside Telemarketing	10/1/00	10/31/00	10,625.00	Please pay out \$10,625.00 for telemarketing to Wireless Concepts
1/18	84950 ✓	SCE2N20X Inside Telemarketing	11/1/00	11/30/00	8,750.00	Please pay out \$8,750.00 for telemarketing to Wireless Concepts
1/18	84960 ✓	SCE3N01X Fax Blasts	06/00/00	10/31/00	7,900.00	Please pay out \$7,900.00 for Fax Blast Campaign to Constant Communications
1/18	84970 ✓	SCE3N01X Telemarketing Campaign	10/1/00	11/30/00	6,750.00	Please pay out \$6,750.00 for telemarketing to Constant Communications
1/18	84980 ✓	SCE3N01X Telemarketing List	10/1/00	11/30/00	818.93	Please pay out \$818.93 for telemarketing list to Constant Communications
1/18	84990 ✓	SCE3N10X Greensheet Advertising	9/28/00	11/30/00	4,177.80	Please pay out \$4,177.80 for Greensheet Ads to Choice Wireless
1/18	85000 ✓	SCE2N35X John Neumann Seminar	12/11/00	12/11/00	1,592.00	Please deduct \$1,592.00 from Premier Pagiings account and send check to: The John Neumann Organization 27048 Oakmont Road Valley Center, CA 92082
1/18	85010 ✓	Houston 2-Way Radio	12/11/00	12/11/00	845.00	Please deduct \$845.00 from Houston Two Way's account and send check to: The John Neumann Organization 27048 Oakmont Road Valley Center, CA 92082
1/18	85020 ✓	Pronto Communications	12/11/00	12/11/00	298.00	Please deduct \$298.00 from Pronto's account and send check to: The John Neumann Organization 27048 Oakmont Road Valley Center, CA 92082
1/18	85030 ✓	Intermethod Solutions	12/11/00	12/11/00	745.00	Please deduct \$745.00 from Intermethod's account and send check to: The John Neumann Organization 27048 Oakmont Road

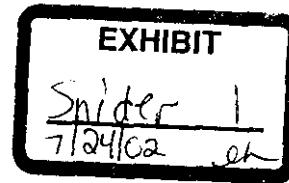
Nextel Communications, Inc.
2001 Edmund Halley Drive, Reston, VA 20191

NEXTEL

December 7, 2000

VIA OVERNIGHT DELIVERY

Braulio Flores, Jr.
Complaint Analyst
Consumer Protection Division
Office of the Attorney General
State of Texas
808 Travis
Suite 812
Houston, TX 77002



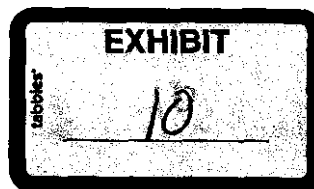
Re: Complaint Filed By Joe Shields
File #H0010-0120 201 BF

Nextel of Texas, Inc. ("Nextel"), hereby responds to the above-referenced inquiry, prompted by the complaint which Mr. Joe Shields filed with the State of Texas, Office of the Attorney General (the "OAG"). Nextel is a wholly owned subsidiary of Nextel Communications, Inc. According to the complaint, Nextel violated the Telephone Consumer Protection Act (the "TCPA") and the Texas Deceptive Trade Practices Act (the "DTPA") when Mr. Shields received unsolicited facsimile ("fax") advertisements over a 13-month period from a Nextel employee and three sales agents, who worked for independent contractors.

For the following reasons, the OAG should not institute a civil action against Nextel:

1. The lone Nextel employee, who sent the fax solicitation in question, acted innocently, apparently unaware of both the nuances of the TCPA and the DTPA, and Nextel's policy of strict adherence to telephone solicitation laws.
2. The OAG should not impute to Nextel the apparent acts of the three independent contractors, who acted on their own initiative without Nextel's involvement, and apparently in breach of the existing dealer agreements they have with Nextel.
3. The apparent violations constitute rare occurrences, in spite of Nextel's efforts to adhere strictly to Federal and state consumer protection laws.

120700/c response/tx 2g



NEXTEL/COONTZ
000001

Braulio Flores, Jr.
December 7, 2000
Page 2

I. The Lone Nextel Employee Acted Innocently and Counter to Nextel's Policy

The Texas OAG should refrain from instituting a civil action against Nextel, based on the act of the lone Nextel employee (**Mr. Ken Ogbonnia**), since: (1) **Mr. Ogbonnia** acted innocently under a mistaken impression of the law; (2) Nextel did not sponsor or condone **Mr. Ogbonnia's** fax solicitation of the complainant; and (3) upon learning of the apparent violation, Nextel acted swiftly to implement preventative measures.

As shown in the Declaration, attached at Exhibit 1, **Mr. Ogbonnia** contracted the services of a "blast-faxer," MADFax, in the Summer of 1999. **Mr. Ogbonnia** had erroneously believed that fax solicitations were lawful so long as they "provided the fax recipient with an opportunity to request that his or her name be placed on a do-not-call ("DNC") list." His erroneous belief was compounded by the fact that **MADFax** represented to **him** that fax solicitations were lawful so long as they contained DNC notices. Based on those representations, **Mr. Ogbonnia** directed MADFax to send fax solicitations with a DNC notice printed at the bottom of the fax solicitation, which the complainant apparently received.

Upon receiving the fax solicitation, the complainant called **Mr. Ogbonnia** and requested that he no longer be contacted. **Mr. Ogbonnia** complied by calling MADFax, which assured **Mr. Ogbonnia** that it would no longer send fax solicitations to the complainant. MADFax, at that time, further assured **Mr. Ogbonnia** that the fax solicitations were indeed lawful so long as they carried DNC notices. **Mr. Ogbonnia's** actions thus show that he acted innocently, believing that a DNC notice would legitimize an otherwise unlawful fax solicitation.

Moreover, his actions show that the fax solicitation was not initiated in any way by Nextel as part of an organized advertising effort. As **Mr. Ogbonnia** attests, he relied purely on his own initiative in contracting with MADFax, as evidenced by his payment of MADFax services with personal funds. As the employee noted, "I have never witnessed any Nextel-sponsored advertising effort that utilized fax solicitations."

Indeed, in **August**, 1999, Nextel issued telephone solicitation guidelines, which it distributed company-wide for every applicable Nextel marketing function. The guidelines mandate strict compliance with federal and state telephone solicitation laws.

Since receiving the Texas OAG inquiry, Nextel has advised **Mr. Ogbonnia** on the nuances of telephone solicitation laws, in turn receiving written assurance from the employee that he is now compliant with those laws (see Exhibit 1); and it has circulated written advice among the highest marketing levels within the company for distribution through the sales organization.

Braulio Flores, Jr.
December 7, 2000
Page 3

Based on the above-detailed facts—the fact that Nextel did not sponsor the fax solicitations; the fact that Mr. Ogbornia believed he acted in good faith compliance with the law; and the fact that the fax solicitation was a departure from Nextel's proactive consumer protection compliance efforts—the Texas OAG should refrain from instituting a civil suit against Nextel.

II. Nextel Should Not Be Held Liable for the Acts of Independent Contractors

Nextel should not be held liable for the acts of wholly independent corporations:
(1) whose **only** connection with Nextel is that they sell Nextel products and services; and
(2) who implemented fax solicitation efforts without Nextel's permission and in apparent violation of their dealer agreements with Nextel.

The alleged violations committed by those companies (Houston Communications, Inc.; DirectNet Communications, Inc.; and Constant Communications) are now being improperly imputed to Nextel because they apparently used the Nextel trademark in their own advertisements to promote their businesses. (See advertisements at Exhibit 2.)

None of the above-mentioned companies are owned or controlled by Nextel in any-way. Rather, they maintain contractual arrangements under which they sell Nextel's products and services. Indeed the independent nature of those dealers **is** established in Nextel's dealer agreements, as shown in the agreement which Nextel has with Houston Communications, Inc. (one of the dealers in question). That agreement states, in part:

With respect to all matters relating to this Agreement, [the independent dealer] shall be deemed to be an independent contractor, shall bear its own expenses in connection with this Agreement and shall have no express or implied right or authority to assume or create any obligation on behalf of [Nextel]. Nothing stated in this Agreement shall be construed as creating the relationships of employer and employee, franchiser and franchisee, master and servant, principal and agent, dealership, partnership or joint venture between [Nextel] and [the independent contractor]. . . . [The independent contractor] shall not represent itself . . . as having any relationship to [Nextel] other than that of [independent sales professional] for the limited purposes described in this Agreement. . . .

Consistent with both state and federal law, the relationship that the above contract provision establishes means that independent contractors are solely accountable for their wrongful acts. State law generally does not impute the wrongful acts of an independent dealer to a contracting party (e.g., Nextel, in this instance). Moreover, nothing in either the Federal TCPA or the Texas DTPA provides for such vicarious liability. The TCPA,

NEXTEL/COONTZ
000003

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Page 4

for instance, simply states “[n]o **person** may . . . [u]se a telephone facsimile machine . . . to send an unsolicited advertisement to a telephone facsimile machine,” thus apparently limiting liability to the person or entity who actually sends the unsolicited advertisement. Consequently, Nextel would not be the proper party in interest to any adverse OAG proceeding resulting from the acts of Nextel’s independent contractors.

Even if the independent contractors’ acts could be imputed to Nextel, the Texas OAG should forbear on another ground from taking action against Nextel. As discussed in the previous section, Nextel exhibits great care to prevent consumer protection violations, and its good consumer protection record is exhibited by the scarcity of consumer complaints against it.

Additionally, Nextel routinely reserves the right to terminate a dealer agreement if the dealer in question “[f]ails to get approval of advertising” (also enumerated in the dealer agreement with Constant Communications). Apparently, none of the dealers in question sought approval for the fax solicitations in question as required under their agreements with Nextel.

In light of the apparent consumer protection violations, Nextel contacted the three independent dealers in writing to express its concern over the above-detailed matter. (See Exhibit 2.) The letters state, essentially, that Nextel will terminate their dealer contracts if it receives notice of additional violations.

In light of the above, Nextel submits that the Texas OAG should not penalize Nextel for the above-described fax solicitations.

CONCLUSION

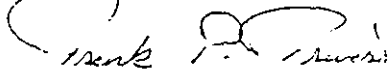
The Texas **OAG** should not find Nextel in violation of the telephone solicitation laws at issue because: (1) Mr. Ogonnia acted alone, innocently, and counter to Nextel’s policy of strict adherence to consumer protection laws; (2) the alleged wrongful acts of independent contractors should not be imputed to Nextel; and (3) the apparent telephone solicitation violations occurred as a departure from Nextel’s strict consumer protection safeguards.

NEXTEL/COONTZ
000004

Braulio Flores, Jr.
December 7, 2000
Page 5

Should you need more information concerning this matter, please contact me at 703-433-4757. I would be happy to work with you in order to resolve this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank P. Triveri", written in a cursive style.

Frank P. Triveri
Assistant Corporate Counsel — Regulatory

Enclosure

NEXTEL/COONTZ
000005

EXHIBIT 1

NEXTELICOONTZ
000006

DECLARATION

Ken S. Ogbornia hereby declares under penalty of perjury the following:

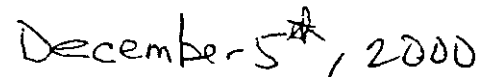
1. I am currently Corporate Account Executive with Nextel of Texas, Inc. ("Nextel"). I was promoted from Senior Account Executive in November of 1999.
2. While a Senior Account Executive at Nextel, I personally contracted with a company called MADFax in the Summer of 1999, to transmit facsimile ("fax") solicitations of Nextel's products and services. I contracted with MADFax on my own initiative and paid for its services with my own funds. I did not undertake such fax solicitations as part of any organized advertising effort by Nextel. In fact, during my tenure at Nextel, I have never witnessed any Nextel-sponsored advertising effort that utilized fax solicitations.
3. As of the time I contracted with **MADFax** in the Summer of 1999, I had believed that fax solicitations were lawful so long as the fax solicitor provided the fax recipient with an opportunity to request that his or her name be placed on a do-not-call ("DNC") list. I asked a representative of MADFax, who confirmed for me (apparently erroneously) that fax solicitations were indeed lawful so long as the solicitation contained a DNC option. Based on those representations, I contracted with MADFax to transmit fax solicitations. Appearing at the bottom of the solicitation, which the complainant, Mr. Joe Shields apparently received, was the following: 'To be Deleted from our Fax Database, please CALL our 24 Hour Voice-Mail Delete Request Line at 281-587-5407.'
4. I did not supply the fax telephone numbers to MADFax for my solicitations. MADFax selected them for me. After MADFax transmitted the fax solicitations in August of 1999, Mr. Joe Shields called me by telephone to object to further fax solicitations, agreeing that he would not pursue the matter further so long as the fax solicitations ceased. I complied with his request by calling the MADFax representative, who assured me that he would remove Mr. Shields's name from MADFax's database. At that time, the MADFax representative again assured me that the fax solicitations were lawful so long as they contained DNC notices.
5. Approximately one year later, in October of 2000, I learned that Mr. Shields complained directly to Nextel about certain fax solicitations that he received both from MADFax and another mass fax solicitor under the direction of certain independent dealers which sold Nextel products and services.
6. In response to that complaint, Nextel advised me of the requirements of telephone solicitation laws and the importance of adhering to them. It also advised me of written guidance on telephone solicitation, which was circulated throughout Nextel in August, 1999, albeit after MADFax had already solicited Mr. Shields.

NEXTELCOONTZ
000007

7. Shortly thereafter, I received detailed written advice **from** the Legal Department, which **was** circulated through two Nextel Regional Vice Presidents for Marketing, the General Manager for the Houston, **Texas**, office, as well **as** my Branch Manager. **That** written advice underscored the advice which I received during my initial contact with the Legal Department.
8. Based on the above-detailed advice, I **am** now fully aware of and compliant with Nextel's policy of strict adherence to telephone solicitation **laws**.
9. Except **as** to those facts the veracity **of** which official notice may be **taken**, I hereby certify that the facts set forth above are **true and** correct.



Ken S. Ogbornia



Date

NEXTELICOONTZ
000008

EXHIBIT 2

NEXTEL/COONTZ
000009

November 2, 2000

VIA OVERNIGHT DELIVERY

Sally Stoker
Constant Communication
8000 Gulf Freeway
Houston, TX 77017

Re: Authorized Independent Sales Professional Agreement, by and between Nextel of Texas Inc. ("Nextel") and Constant Communication ("ISP"), dated as of the 20th day of January, 1999 (the "ISP Agreement").

Dear Ms. Stoker:

This letter constitutes notice of a breach of Sections 5. a. and 5. b. and of the ISP Agreement. Specifically, these sections state that ISP must conduct itself in a lawful manner and that ISP must receive prior written approval for advertising of Nextel products. Nextel has received a complaint alleging that Nextel has engaged in "blast faxing." Nextel has determined that the blast fax was not an approved advertisement and initiated by ISP. Blast faxing is prohibited by federal law.

A blast fax, is a solicitation sent to a party's facsimile machine without prior express permission or an established business relationship, in violation of Section 227 of the Communications Act of 1934, as amended, which promulgates the Telephone Consumer Protection Act of 1991. Entities are prohibited from sending such unsolicited faxes. In fact, the Federal Communications Commission has imposed serious fines on entities found in violation of this law. State statutes may also restrict the type of fax transmissions which may be sent to existing or potential customers. State law violations are prosecuted by the state attorney general's office or the state public utility commission.

Nextel maintains a policy of strict compliance with Section 227, as well as related state laws, and insists on the same level of compliance from Nextel's indirect dealers. The advertisement in question (see copy attached) shows ISP's name and phone number. The complainant mistakenly believed Nextel sent the advertisement because it includes Nextel's name. As a result, Nextel may be forced to defend against the complaint. Nextel's policy in such cases is to disclose the name of the entity that actually sent the fax transmission and let that entity defend itself in the proceeding. This is appropriate under the ISP Agreement because ISP is expressly an independent contractor under the agreement. Therefore, please be prepared to defend against any governmental inquiry ISP may receive regarding the fax in question.

Meanwhile, Nextel urges ISP to ensure that ISP and ISP's staff comply with all federal and state blast fax laws. If Nextel receives further information that blast faxes are sent by ISP, Nextel may terminate the ISP Agreement. As a termination for cause pursuant to Section 27, d. vii., as of the time of termination, Nextel will cease paying residuals as provided for and defined in Exhibit E, pursuant to Section 17. e. of the ISP Agreement.

Sincerely,

General Manager

[Name]
[Date]
Page 2

Attachment

cc: Charles D. Divone, Senior Corporate Counsel - Commercial

NEXTEL/COONTZ
000011

NEXTEL

AUTHORIZED REPRESENTATIVE

PHONES AS LOW AS :
\$49.00

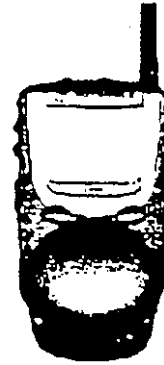
Nextel
4 IN 1
Features:
PHONE *
PAGER ""
RADIO ""
INTERNET



i500 plus™



1700 plus™



i1000 plus™

FREE INCOMING CALLS

**INQUIRE
TODAY!**

Nextel DIRECT CONNECT®

(DIGITAL TWO-WAY RADIO FEATURE)

- ASK ABOUT OUR CORPORATE DISCOUNTS
- DIGITAL CELLULAR PHONE
- Nextel ONLINESM WIRELESS INTERNET SERVICES
- * FREE DOMESTIC LONG DISTANCE
- ONE-SECOND ROUNDING AFTER **FIRST MINUTE AND NO ROAMING CHARGES ON THE NATIONAL NETWORK**

WE WILL COME TO YOUR LOCATION

FOR MORE INFORMATION, FAX TO **CONSTANT COMMUNICATIONS .AT**

713-225-5103

Name: _____ Company: _____

Phone(Day): _____ Phone (Eve): _____

Best time to call: _____

*Must use Nextel Digital Phone, or digital Cellular Phone, or Nextel Phone. **Must use text and Numeric Paging. ***Must use Nextel Direct Connect on Digital Two Way Radio. Certain restrictions apply. Requires new activation. Additional minutes, 25C each. ©1999 Nextel Communications, Inc. All rights reserved. Nextel, the Nextel logo, Nextel Direct Connect, and How business gets done are registered trademarks and/or service marks of Nextel Communications, Inc. in Motorola, iDEN, i500plus, 1700plus and i1000plus are trademarks and/or registered trademarks of Motorola, Inc.

to delete fax number, CALL 713-227-5661.

NEXTEL/COONTZ
000012

November 3, 2000

VIA OVERNIGHT DELIVERY

Glenn Plowman
DirectNet Communications, Inc.
8705 Katy Fwy., Suite 8
Houston, TX 77024

Re: Authorized Independent Sales Professional Agreement, by and between Nextel of Texas Corp. ("Nextel") and Glenn Plowman ("ISP"), dated as of the 15th day of September, 1997 (the "ISP Agreement").

Dear Mr. Plowman:

This letter constitutes notice of a breach of Sections 5. a. and 5. b. and of the ISP Agreement Specifically, these sections state that ISP must conduct itself in a lawful manner and that ISP must receive prior written approval for advertising of Nextel products. Nextel has received a complaint alleging that Nextel has engaged in "blast faxing." Nextel has determined that the blast fax was not an approved advertisement and initiated by ISP. Blast faxing is prohibited by federal law.

A blast fax, is a solicitation sent to a party's facsimile machine without prior express permission or an established business relationship, in violation of Section 227 of the Communications Act of 1934, as amended, which promulgates the Telephone Consumer Protection Act of 1991. Entities are prohibited from sending such unsolicited faxes. In fact, the Federal Communications Commission has imposed serious fines on entities found in violation of this law. State statutes may also restrict the type of fax transmissions which may be sent to existing or potential customers. State law violations are prosecuted by the state attorney general's office or the state public utility commission.

Nextel maintains a policy of strict compliance with Section 227, as well as related state laws, and insists on the same level of compliance from Nextel's indirect dealers. The advertisement in question (see copy attached) shows ISP's name and phone number. The complainant mistakenly believed Nextel sent the advertisement because it includes Nextel's name. As a result, Nextel may be forced to defend against the complaint. Nextel's policy in such cases is to disclose the name of the entity that actually sent the fax transmission and let that entity defend itself in the proceeding. This is appropriate under the ISP Agreement because ISP is expressly an independent contractor under the agreement. Therefore, please be prepared to defend against any governmental inquiry ISP may receive regarding the fax in question.

Meanwhile, Nextel urges ISP to ensure that ISP and ISP's staff comply with all federal and state blast fax laws. If Nextel receives further information that blast faxes are sent by ISP, Nextel may terminate the ISP Agreement as a termination for cause pursuant to Section 27. d. vii., as of the time of termination. Nextel will cease paying residuals as provided for and defined in Exhibit E, pursuant to Section 17. e. of the ISP Agreement.

Sincerely,

General Manager

10311dealer

NEXTEL/COONTZ
000013

[Name]
[Date]
Page 2

Attachment

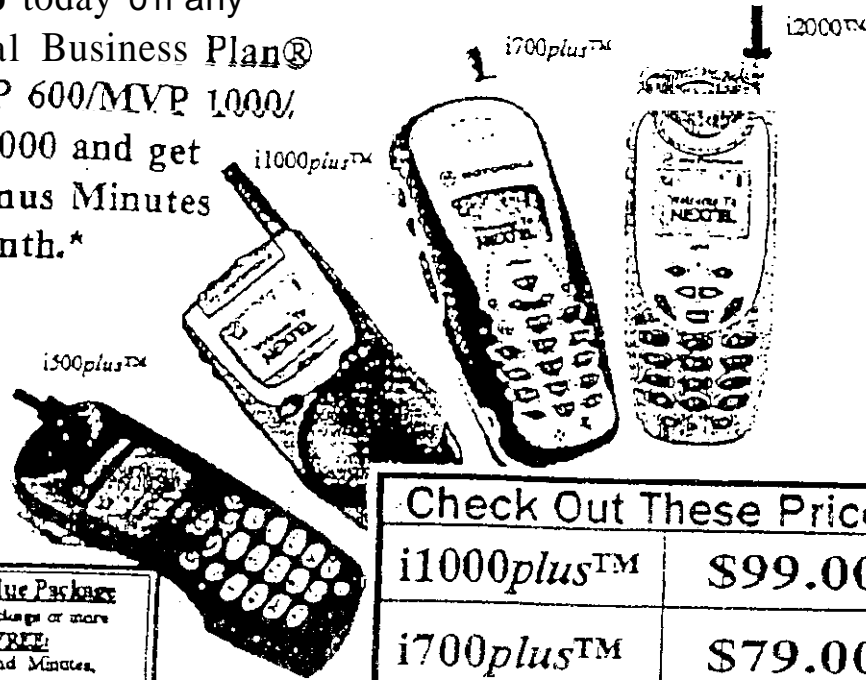
cc: Charles D. Divone, Senior Corporate Counsel – Commercial
Joel Margolis, Corporate Counsel - Regulatory

NEXTEL/COONTZ
0000 14

NEXTEL®

SUMMER SPECIALS

Sign up today on any
National Business Plan®
or MVP 600/MVP 1000/
MVP 2000 and get
200 Bonus Minutes
per month.*



Summer Value Package
Buy a \$49 Package or more
Get for **FREE!**
1000 Weekend Minutes,
100 Text Messages,
Voicemail & Caller ID for 6 Months

DIRECTNET
COMMUNICATIONS, INC.

(713) 647-7774

3705 KATY FWY • STE. 8 • HOUSTON 77024

**WIRELESS INTERNET
ACCESS NOW AVAILABLE**

Check Out These Prices!

i1000plus™	\$99.00
i700plus™	\$79.00
i500plus™	\$49.00

Advantages:

- Nextel Direct Connect® digital 2-way radio service
- One-second rounding after the first minute
- No roaming charges on the National Network**
- Nextel Online™ and web browsing options
- Custom or lifetime warranty
- Text and numeric paging options

- * Bonus Minutes are available 6 months after activation.
- ** International roaming charges will apply

NEXTEL How business gets done.™

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NEXTEL/COONTZ
000015



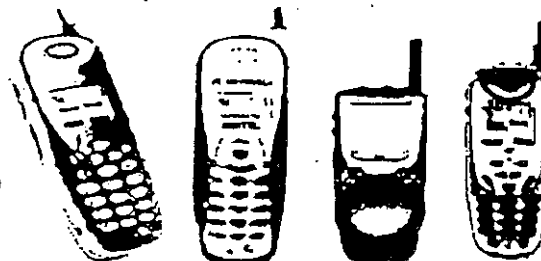
DirectNet Communications, Inc.
8706 Katy Freeway, Ste. B
Houston, Texas 77024
(713) 647-7774

NEXTEL
AUTHORIZED REPRESENTATIVE

Prices are good with activation only and requires a 12 month agreement.
Activation fee of \$30 per account. Credit check is required.

Additional
\$20 In-Store
Credit Per
Activation
Towards Any
Accessory.

i500plus™ - Was \$199.00
Now - \$49.00
i700plus™ - Was \$249.00
Now - \$99.00
i1000plus™ - Was \$299.00
Now - \$149.00
NEW!! i2000™ - \$349.00



Promotions: Listed below are the most popular plans. Good through: 6/30/2000

RATE PLAN	RATE	CELLULAR MINUTES	Direct Connect Minutes
Upgrade weekend plan	\$10.00	1000	0
1500 Min Plan	\$49.00	200 + 1000 weekend min	300
Local 600	\$69.95	600	Unlimited
Local 1000	\$89.95	1000	Unlimited
Local 2000	\$179.95	2000	Unlimited
Nat'l Business Plan 400 <i>Long Distance Included</i>	\$69.95	600 Includes 200 min FREE	Unlimited
Nat'l Business Plan 600 <i>Long Distance Included</i>	\$89.95	800 Includes 200 min FREE	Unlimited
Nat'l Business Plan 1000 <i>Long Distance Included</i>	\$129.95	1200 Includes 200 min FREE	Unlimited
Nat'l Business Plan 1400 <i>Long Distance Included</i>	\$159.95	1600 Includes 200 min FREE	Unlimited
Nat'l Business Plan 2000 <i>Long Distance Included</i>	\$199.95	2200 Includes 200 min FREE	Unlimited
Texas 250 Add-On *	\$25.00	250	N/A
BASIC UPC	\$49.95	0	Unlimited

Finally, the MVP 500 is BACK - \$39.95

(250 Cellular Minutes/250 Direct Connect Minutes)

- * Texas 250 Add-On can be added to any UPC plan. It is not a "stand alone" rate plan and is not valid without a UPC plan.

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to delete fax number, CALL 877-281-9111 or 713-227-5661.

NEXTEL/COONTZ
000016

BUY ONE GET ONE FREE!

FREE DOMESTIC WIRELESS USE: DISTANCE INCLUDED • UNLIMITED Nextel DIRECT CONNECT® • PRIORITE CALLING

600 DIGITAL CELLULAR MINUTES	800 DIGITAL CELLULAR MINUTES	1200 DIGITAL CELLULAR MINUTES
\$69.95 MONTHLY ACCESS	\$89.95 MONTHLY ACCESS	\$129.95 MONTHLY ACCESS

REQUIRES NEW ACTIVATION AND ENROLLMENT IN A Nextel NATIONAL BUSINESS PLAN™
Offer valid thru 5/31/01

get CONNECTED

- No roaming charges on the Nextel National Network
- Cellular calls rounded to the nearest second, after the first minute
- Nextel Direct Connect® is the fastest way to communicate
- Nextel Direct Connect® airtime pools across different rate plans
- Digital two way radio, digital cellular phone and pager all-in-one

DIRECTNET COMMUNICATIONS, INC.



(713) 647-7774

8705 KATY FWY • STE. 8 • HOUSTON 77024

WIRELESS INTERNET

ACCESS NOW AVAILABLE

NEXTEL
AUTHORIZED RETAILER

How business gets done.™

Activation fees and new plan transition apply. Limited time offer. © 2001 Nextel Communications, Inc. All rights reserved. Nextel, the Nextel logo, Nextel Direct Connect and HOW BUSINESS GETS DONE are registered trademarks and/or service marks of Nextel Communications, Inc.

For additional information, fax this form to: 713-225-5103

Name: _____ Phone: _____
Fax: _____ Best time to call: _____

to delete fax number: Call 1-877-281-9111 or 713-225-5661

NEXTELICOONTZ
000017

November 3, 2000

VIA OVERNIGHT DELIVERY

Duane Johnson
Houston Communications
5205 Telephone Road
Houston, TX 77087

Re: Authorized Independent Sales Professional Agreement, by and between Nextel of Texas Corp. ("Nextel") and Houston Communications, Inc. ("ISP"), dated as of the 17th day of June, 1997 (the "ISP Agreement").

Dear Mr. Johnson:

This letter constitutes notice of a breach of Sections 5. a. and 5. b. and of the ISP Agreement. Specifically, these sections state that ISP must conduct itself in a lawful manner and that ISP ~~must~~ receive prior written approval for advertising of Nextel products. Nextel has received a complaint alleging that Nextel has engaged in "blast faxing." Nextel has determined that the blast fax was not an approved advertisement and initiated by ISP. Blast faxing is prohibited by federal law.

A blast fax is a solicitation sent to a party's facsimile machine without prior express permission or an established business relationship, in violation of Section 221 of the Communications Act of 1934, as amended, which promulgates the Telephone Consumer Protection Act of 1991. Entities are prohibited from sending such unsolicited faxes. In fact, the Federal Communications Commission has imposed serious fines on entities found in violation of this law. Some statutes may also restrict the type of fax transmissions which may be sent to existing or potential customers. State law violations are prosecuted by the state attorney general's office or the state public utility commission.

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Sincerely,

General Manager

NEXTEL/COONTZ
000018

1031dealer